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#### **Contract Database Metadata Elements**

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**AGREEMENT**

**between the**

**MORAVIA CENTRAL SCHOOL DISTRICT**

**and the**

**MORAVIA SUPPORT STAFF UNIT**

**(Exclusive of Secretarial), represented**

**by the CIVIL SERVICE EMPLOYEES' ASSOCIATION, INC.,**

**Local 1000, AFSCME, AFL-CIO**

**for**

**the school years:**

*6/30* 2004 - 05

2005 - 06

2006 - 07

2007 - 08 *7/1*

**RECEIVED**

DEC 05 2005

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD



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## **ARTICLE I - RECOGNITION**

The Moravia Central School District hereinafter known as the Employer, hereby recognizes the Civil Service Employees Association Inc., Local 1000, AFSCME, AFL-CIO Moravia School Unit of Cayuga County Local, hereinafter known as the Association, as the sole and exclusive bargaining representative for the purpose of collective negotiations and the administration of grievances arising hereunder for the maximum period provided by law for all teacher aides, teaching assistants, typists/secretarial aides employed less than eleven (11) months, attendance monitors (including the part-time attendance supervisor), school monitors and all of the employees of the Buildings and Grounds, Transportation, and Cafeteria Departments exclusive of Secretarial employees, the Supervisor in the Transportation Department, the Superintendent of Buildings and Grounds., the School Lunch Manager, Technology Coordinator, registered nurses, and licensed practical nurses (including the licensed practical nurse appointed as a health aide).

## **ARTICLE II - NO STRIKE PLEDGE**

In consideration of the recognition by the employer of the C.S.E.A. as the sole bargaining representative of the employees enumerated in Article I - Recognition, the C.S.E.A. does hereby affirm the policy that it will not assert the right to strike against the school system, nor will it assist or participate in any such strike by any of the employees represented.

## **ARTICLE III - DISCHARGE OR SUSPENSION HEARING**

**Section 1.** Any dispute with respect to the discharge or suspension of a non-competitive or labor class civil service employee who has achieved permanent status and who is not eligible for a hearing pursuant to Section 75 of the Civil Service Law may be processed in accordance with the procedures contained herein.

**Section 2.** Within five (5) business days of the recommendation of the Superintendent of Schools to the Board of Education to discharge or suspend an employee, who is eligible as provided in section one, the employee may appeal in writing to the Board of Education for a hearing. The Board of Education shall hold a hearing within fifteen (15) business days of the receipt of the appeal. The employee may be represented at the hearing by a person or persons of his/her own choice. The Board of Education shall render its decision within fifteen (15) business days after the close of the hearing.

**Section 3.** The District reserves the right to suspend an employee with or without pay pending a final decision of the Board of Education.

**Section 4.** The provisions of this article shall not be subject in any way to the Grievance Procedure.

#### **ARTICLE IV - DUES DEDUCTION**

The school district shall deduct from the wages of each employee and send to the C.S.E.A. regular membership dues (due may be construed by the employer to mean a total amount required by C.S.E.A. for health and accident insurance, life insurance, etc.) It is further understood that the District shall be responsible for withholding and remitting only an amount designated as dues by C.S.E.A. Such dues deductions shall be deducted and sent to C.S.E.A., Inc., Local 1000, AFSCME/AFL-CIO, Capitol Station, P.O. Box 7125, Albany, New York, 12224 on a biweekly basis.

#### **ARTICLE V - LEAVE POLICY**

The Superintendent of Schools and the Employees of the Non-Teaching Departments (exclusive of Clerical) agree that absence from work with pay will be granted in the following manner:

##### **Section 1. Illness**

- 1.1 Each permanently employed non-teaching member of the staff of the Moravia Central School District shall be granted, with full compensation, one day per contract month for personal illness which requires his/her absence from work.
- 1.2 The full amount of such sick leave will be available to the employee at the completion of the first working day of the contract year.
- 1.3 Unused sick leave time will accumulate at the rate of one day per contract month for 15 years except as stated in Section 4. below.

##### **Section 2. Illness in the Family**

Each permanently employed bargaining unit member shall be allowed to use up to five (5) days per year non-cumulative with full compensation for illness in the immediate family which requires his/her absence from work. Immediate family shall be defined as any person who is in direct lineal relation to the employee or his/her spouse or other person who regularly lives in the household of the employee, including brothers or sisters of the employee or his/her spouse.

In the event an individual does not use any illness in the family days during a school year, three (3) days shall be added to the personal illness accumulation.

### **Section 3.     Death in the Family**

- 3.1     When a death occurs in the immediate family of an employee, up to three (3) days leave with pay will be granted. Immediate family shall be defined as spouse, children, mother, father, grandfather, grandmother, brothers, sisters, and grandchildren of either spouse, or other person living with the family.

### **Section 4.     Business Days**

- 4.1     Employees will be given two (2) business days per year in case of dire personal need. One business day is unrestricted. Any unused business days will accumulate as additional sick leave to a maximum of 15 days.
- 4.2     The day may be used to conduct business which cannot be conducted at any other time, subject to the rules below:
- a.     Application for a Business day must be made to the Superintendent of Schools, and his approval must be obtained in advance. He may require two school days' notice of the intent of any employee to take such leave. Insufficient notice is adequate reason for denial of a request for a business day.
  - b.     In general, only one employee from each department in the same building will be granted business leaves of any kind on the same day.
  - c.     Days just prior to, or immediately following vacations will generally not be approved as business days.

### **Section 5.     Jury Duty**

No person shall suffer a financial loss because of service on a jury. Payment for time spent on jury duty will be full pay less payment from County, less any expenses. Employee shall furnish proof of jury duty service.

### **Section 6.     Vacations**

Twelve-Month Employees Only: After the completion of one (1) year of service, employees shall be given two (2) weeks of vacation; after completion of five (5) years of service, employees shall be given three (3) weeks vacation; and after eight (8) years of service, employees shall be granted one (1) additional vacation day for each year of service until a maximum of four (4) weeks vacation is attained after thirteen (13) years of services. Vacations are to be scheduled by the Department Head with the approval of the Superintendent of Schools.



## **Section 7.     Holidays**

All twelve months employees covered hereunder will receive full pay for the following holidays: July 4, Labor Day, Veterans' Day, Thanksgiving Day and the day following, Christmas Day and the day before, New Year's Day and the day before, Martin Luther King Day, Good Friday, Memorial Day; and a day on which school is not in session agreed upon by the Superintendent of Schools and the Association President. The District reserves the right to adjust the actual holidays to conform to the school district calendar as adopted by the Board of Education.

## **Section 8.     Leave of Absence**

A leave of absence up to one year with prior Board approval will be granted without pay or benefits for duration of leave. Notice of intent to return to work must be presented 60 days prior to reinstatement.

## **Section 9.     Definitions and General Statements**

9.1     In all cases not specifically covered, leave under Section 1, 2, and 3 of this policy may be obtained only by requesting and receiving the approval of the Superintendent of Schools in advance. He may, in turn, refer unusual cases to the Board of Education.

9.2     In all cases of illness, the employee may be required to furnish a certificate signed by a physician.

9.3     No unused portion of sick leave time may be applied to maternity leave except as provided in section 10.

9.4     Value of unused sick leave at retirement will apply on health insurance for retirees.

9.5     Employees who are requesting unpaid leave time shall submit a written request in advance of the date of the leave on at least five (5) school days' notice. The failure of the employee to submit a written request on a timely basis shall be grounds for denial of the leave.

9.6     Leave benefits shall be prorated where appropriate for part time employees or employees who commence work at a time other than the beginning of the fiscal year.

9.7     Effective July 1, 2004, leave entitlements shall be provided on a fiscal year basis. The parties shall negotiate the adjustment for the conversion from anniversary date to fiscal year basis to be effective during the 2005-2006 school year.

## **Section 10. Maternity Leave**

- 10.1 Pregnant employees shall be entitled to a leave of absence for a maximum of one (1) year. Request for such leave shall be made in writing to the Superintendent of Schools as soon as the fact of pregnancy is known or not later than the fourth month. Request for leave shall indicate the probable beginning date and duration of the leave. The duration of such leave shall be mutually agreed upon by both parties at the time such leave is granted and the return shall be set so that, insofar as possible, the continuity of the educational program shall not be disrupted.
- 10.2 An employee who is pregnant may continue in active employment as late into pregnancy as is desired provided she is able to properly perform her required function, and that she is physically and medically able to do so as certified by her physician.
- 10.3 Leave taken by an employee resulting from a medical disability connected with or resulting from pregnancy can be charged to available sick leave. Certification by her physician that such leave is due to such medical disability will be required. If the District is not satisfied with the certification submitted by the employee's physician, then, the District's physician may consult with the employee's physician as to the basis of the findings of the employee's physician.
- 10.4 All rights and privileges accumulated prior to the effective date of such leave shall be reinstated. No credit for tenure shall accumulate during such leave.
- 10.5 An employee going on leave who has served one-half (1/2) year or more shall, upon return, be granted salary credit for one (1) full year.

## **ARTICLE VI - GRIEVANCE PROCEDURE**

The following grievance procedure is intended to be used to resolve personal grievance arising under this contract:

### **Section 1. Basic Principles:**

- 1.1 It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The settlement of a grievance at the earliest possible stage is encouraged.

### **Section 2. Definitions**

- 2.1 Service shall mean any employee whose position is included within the negotiating unit, or any group of such employees.

- 2.2 Administrator shall mean any service manager for, or exercising any degree of supervisor or authority over any other service employee.
- a. Chief Administrator shall mean to whom the employee is directly responsible (Building Principal, Superintendent of Schools, School Business Manager, Transportation Supervisor, Chief Mechanic, Head Custodian, School Lunch Manager).
- 2.3 Representative shall mean the person or persons designated by the aggrieved service employee as his/her counsel or to act in his/her behalf.
- 2.4 Grievance shall mean any violation of the terms of this agreement.

**Section 3. Procedures:**

- 3.1 Informal Step 1 - the aggrieved service employee shall orally present his complaint to his immediate supervisor who shall orally and informally discuss the complaint with the aggrieved service employee within five school days after the complaint has been presented to him. If such complaint is not satisfactorily resolved at this stage, the aggrieved service employee may proceed to the second step, after notifying his immediate supervisor in writing of intent to do so.

3.2 Step 2 - Formal Written Grievance (Chief School Administrator

- a. Within five (5) school days after a determination has been made at Step 1, the aggrieved service employee may make a request in writing to the Chief School Administrator for a review and determination.
- b. The Chief School Administrator shall notify the aggrieved service employee, immediate supervisor, and any other administrator previously rendering a determination in the case to inform him within ten (10) school days setting forth the specific nature of the grievance, the facts relating thereto, and the determination(s) previously rendered.
- c. The Chief School Administrator will render a decision in writing in ten (10) school days.

3.3 Step 3 - Board of Education

The aggrieved service employee may, within five school days of the final determination by the Chief Administrator, make a written request to the Board of Education for review and determination. All written statements and records of the case shall be submitted to the President of the Board of Education by the Chief Administrator. The Board may hold a hearing to obtain further information regarding the case. The Board shall render a final decision within twenty (20) school days after receiving the request for review.

### 3.4 Arbitration

- a. If the aggrieved service employee and Association are not satisfied with the decision at Step 4, and the aggrieved service employee and the Association determine that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the chief school administrator within thirty (30) days of receipt of the decision at Step 4. Election of an alternative course of action or remedy prior to the submission of a grievance at this stage shall be considered to be a waiver of the right of the employee thereafter to seek recourse of the alleged grievance by means of the grievance procedure. Submission of a grievance at this stage shall constitute the sole means for resolving the grievance. All other courses of action or remedies shall be barred.
- b. If the parties are unable to agree upon an arbitrator within ten (10) days, a request for a list of arbitrators will be made to the American Arbitration Association or PERB by the grieving party. The parties will then be bound to the rules and procedures of the American Arbitration Association or PERB in the selection of an arbitrator.
  1. The Arbitrator's Award shall set forth his findings of fact, reasons and conclusions of law on only that issue submitted for determination.
  2. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.
  3. The fees and expenses of the Arbitrator, and the costs of the hearing room, shall be shared equally by the Employer and the Association. All other expenses shall be borne by the party incurring them. Neither party shall be responsible for the other party's share of the divided costs nor of the expenses of witnesses or participants called by the other.

## **ARTICLE VII - HEALTH INSURANCE AND DENTAL INSURANCE**

**Section 1.** The Board and the Employees agree that the insurance policy for eligible employees, the MONY Group Insurance or its equivalent, will be effective during the remainder of the life of this Agreement.

- 1.1 Effective on July 1, 2001, those employees hired after September 1, 1976, must be scheduled and work a minimum of thirty (30) hours per week to receive this benefit. Employees who are involuntarily laid off or whose work hours are involuntarily reduced below the thirty (30) hours per week eligibility standard

will continue to be eligible to receive paid health insurance benefits providing they are continuously employed in a position in the negotiating unit. Non-eligible members (regular employees scheduled and working less than thirty (30) hours per week) of the negotiating unit may, upon written request participate in the health insurance plan as permitted by the insurance carrier or program provided, however, that the non-eligible employee is not eligible to participate in another group health insurance program. Such participation will require the employee to pay the full cost of the premium.

- 1.2 Effective on July 1, 2001 for the 2004-05, 2005-06, 2006-07 and 2007-08 school years:

Individual: The Board will pay 90% of the premium .

Individual and Dependent: The Board will pay 80% of the cost of the family plan.

- 1.3 Effective July 1, 2004, the Association does not object to the BOCES offering an alternative health care plan to be commonly referred to as the Traditional Plan Plus as a voluntary elective option.

**Section 2.** The District shall have the right to provide a schedule of benefits which is equal to or better than the benefits contained in the health insurance program in effect as of June 30, 1981, through a program of self funding.

The major medical limitation shall be defined as an amount not to exceed \$1,000,000 for each individual case.

The District agrees that the administration of claims under any program of self funding shall be substantially equivalent to the administration of claims under the existing health insurance program.

The District agrees to provide a right of conversion to an equivalent insurance plan for employees who cease employment with the school district for reasons other than retirement or discharge prior to the age of 65. Such conversion rights shall be available only in the event the employee is not eligible for group health insurance benefits provided by another employer.

If an individual is unable to convert, then the individual shall, at his or her written request be continued under the self funded program for a period not to exceed one (1) year from the date his or her employment with the school district ceases.

The full cost of the premium under either conversion or continuation shall be assumed by the employee.

If the District established a committee to study insurance carriers or self funding, the Association may select a representative as an ex officio member of the committee.

The District agrees to give serious consideration to the size of the group for self insurance in order to insure financial security of any self insurance plan. The Association will be fully informed of the actual basis upon which the decision is made.

### **Section 3.**

- 3.1 Effective January 1, 1994, for each calendar year the major medical deductible shall be \$100.00 for each individual and \$300.00 for each family.
- 3.2 Unit members are required to pre-notify the health insurance carrier or the healthcare administrator when they are to be admitted as an in-patient for non-emergency hospital treatment. Notification shall be made to the extent possible, at least one (1) week prior to admission.
- 3.3 In any case where a unit member seeks emergency treatment, the unit member is required to notify (by phone, by phonegram, by telegram or by any other reasonable means) the health care administrator or health program carrier of the treatment and admission to a health care facility within forty-eight (48) hours after admission (unless the unit member is incapacitated to the extent that neither the unit member or his immediate family can notify the health care administrator or health program carrier. The forty-eight (48) hour notification requirement does not include holiday and weekend periods when the health care administrator is not open to take such notification.
- 3.4 To the extent practicable, the pre-notification requirement and the forty-eight (48) hour emergency notification will be printed on the unit member's health insurance program card and distribution to unit members. The agency to be called and a phone number will also be provided on the card to the extent practicable. Unit employees will also receive a letter from the District detailing the new procedures. The pre-notification requirement and the forty-eight (48) hour emergency notification will be effective on May 1, 1994, or otherwise as mutually agreed upon by the parties.
- 3.5 It is agreed by both parties that the use of hospital emergency room facilities for ordinary or routine medical care that is not in the nature of emergency treatment is to be discouraged. The union will cooperate with the employer in advising members of the negotiating unit that they should avoid use of hospital emergency services for ordinary or routine medical care.

#### **Section 4.     Dental Insurance**

Members of the negotiating unit who are eligible for health insurance as provided in section 1 of this Article will be eligible to participate in the dental insurance program selected and provided by the District.

The District agrees to pay on a parity with other bargaining units during the life of this agreement for each eligible member of the negotiating unit who participates in the plan.

#### **ARTICLE VIII - C.S.E.A. CONVENTIONS AND ACCESS TO FACILITIES**

Four man days each year will be allowed to attend C.S.E.A. Conventions and meetings.

The Association Field Representative shall have the right to visit employees on the job for the purpose of administering this agreement and explaining CSEA sponsored benefits and programs as long as he secures prior approval from the Building Principal and/or Supervisor. The employee visited recognizes his responsibility to complete his daily work assignment. If in the opinion of the Superintendent or his representatives, the Association Field Representative abuses his visiting privileges, this permission can be withdrawn.

#### **ARTICLE IX - UNIFORMS**

The Board agrees to allow \$110.00 for the 2004-05, 2005-06, 2006-07 and 2007-08 school years for uniforms and/or shoes to each food service worker.

The Board agrees to furnish coveralls from November 1 to April 30 for the mechanics. Pants and shirts shall be furnished from May 1 to October 31 for the mechanics.

The Board agrees to furnish a minimum of four pairs of protective foot wear for the use of employees who are performing floor stripping work.

The District shall have the right to prescribe uniforms. Implementation of the process for selecting uniforms shall be referred to a Labor/Management Committee.

## **ARTICLE X – SENIORITY, POSTING, LAYOFF AND PROBATIONARY PERIOD**

### **Section 1. Application of Article**

- 1.1 The provisions of this article shall be applicable only to non-competitive and labor class civil service employees except as provided in section 11. Competitive class civil service employees shall be covered by the applicable provisions of the New York State Civil Service Law and the Rules or Regulations of the Cayuga County Civil Service Commission. Further, disputes with respect to the application of the Civil Service Law or Rules or Regulations of the Cayuga County Civil Service Commission to employees classified as competitive shall not be subject to the grievance procedure.
- 1.2 No displacement, promotion, transfer or recall shall be contrary to provisions of the Civil Service Law or the Rules of the Cayuga County Civil Service Commission. Any action taken which is contrary to law shall be void.

### **Section 2 Seniority**

- 2.1 Seniority is that length of uninterrupted continuous service in a noncompetitive or labor class job classification in the negotiating unit, which will prevail in the case of bidding, reduction in force, lay-off, and recall. Seniority shall not be applicable to any casual, seasonal, temporary, or substitute employee.
- 2.2 The District will provide a seniority list to the Unit President once each year.
- 2.3 Noncompetitive and labor employees who have been laid off shall neither lose nor gain seniority during a period of layoff.

### **Section 3 Job Posting**

- 3.1 Within ten (10) working days of the date a new job is created or within ten (10) working days of a job becoming vacant in the bargaining unit and which the District decides to fill, the School District shall post the position in the employees' work area for a period of five (5) working days. The posting will show at least the following:
  - 3.1.1 Job title
  - 3.1.2 Location of work
  - 3.1.3 Starting wage rate and/or range of compensation
  - 3.1.4 Qualifications and eligibility standards



3.1.5 Date of post and date post is to be removed

- 3.2 All job posts will originate in the Office of the Superintendent or his designee. Building Principals or a designated supervisor will be responsible for placing and removing posts. All posts will be returned to the office of the Superintendent for further action.
- 3.3 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.
- 3.4 Any employee who fails to apply for a posted job as provided, will be considered as having waived his rights, if any, as regards to the filling of such a job at that time.

**Section 4 Standards for Awarding Job**

- 4.1 As provided in section 1, where a job vacancy is filled because of bidding, promotion, reduction in force, lay-off or recall the following standards will govern:
  - 4.1.1. Demonstrated skill and ability to perform the work required on the job involved in a reasonably efficient manner.
  - 4.1.2. The worker has the capacity to meet the physical requirements of the job.
  - 4.1.3 Length of service.
  - 4.1.4 Where skill and ability are equal and the employee has met the above conditions, the most senior noncompetitive or labor class employee, who has applied for the position, will be given preference.

Based upon the needs of the vacancy, the District reserves the right to fill the vacant position by hiring a new employee. In the event that the district hires a new employee, an affected member of the negotiating unit and representatives of the Association shall be afforded the opportunity to meet with a designated district representative(s) to discuss the reasons for the decision. In the event representatives of the Association disagree with the reasons presented, the Association may submit the issue to the grievance procedure through Step 3 (Board of Education) only. The decision of the Board of Education shall be final and not subject to any further claim or challenge including, but not limited to, the arbitration procedure.

**Section 5. Bus Driver and Bus Monitor Bidding and Awarding of Annual Runs and Positions**

- 5.1 In the event a regular bus route or bus monitor position becomes vacant, current regular drivers or bus monitors may bid on vacant route or position prior to hiring

new driver or bus monitor. The provisions of section 4 shall apply to the awarding of a vacant position.

- 5.2 The school district reserves the right to transfer or reassign an employee to an equivalent alternative route or position in order to preserve effective and efficient services where, in the judgment of the school district, circumstances require a change in assignment. The affected bus driver and representatives of the Association shall be afforded the opportunity to meet with designated a district representative(s) to discuss the reasons for the decision.
- 5.3 In the event representatives of the Association disagree with the reasons presented in 5.2 above, the Association may submit the issue to the grievance procedure through Step 3 (Board of Education) only. The decision of the Board of Education shall be final and not subject to any further claim or challenge including, but not limited to, the arbitration procedure.

#### **Section 6      Extra-Curricular School Trips**

- 6.1 During the first week of school each year, drivers will have the opportunity to add their names to the weekday and/or weekend lists from which the Transportation Supervisor shall make extra-trip assignments to drivers who are eligible in seniority order beginning each September.

Any driver wishing to add his/her name to either or both of the lists during the school year may do so, with that driver's name being placed in proper seniority order on the lists. Any driver wishing to remove his/her name from either or both of the lists may do so at any time. If a driver has had his name removed from either or both of the lists during the school year, he or she may add his or her name back into the lists for a second time. However, once a name is removed from either or both of the lists, for a second time it may not be added to the lists for the remainder of the school year.

- 6.2 The driver will not be charged with a refusal if they have not been contacted. Drivers refusing any extra trip will go to the bottom of the list. Four (4) refusals in a row will result in the driver's name being removed from that list for the remainder of the semester.
- 6.2.1 A driver will have at least one day's notice for an extra-trip before being charged with a refusal.
- 6.2.2 If an extra-trip is canceled at least one day in advance, the driver whose trip is canceled will be offered the next available trip, and the list will resume where it left off.

## **Section 7 Probationary Period**

All employees covered by this agreement including competitive, non competitive and labor class employees shall be placed on a probationary period for fifty-two (52) weeks in a manner consistent with Civil Service Law.

## **Section 8 Qualifying Period for Promotions**

Any employee within the bargaining unit who is promoted as provided by the provisions of this article shall be given a twelve (12) week qualifying period for the purpose of acquainting himself with and training himself in the job, and to establish his ability to meet the job requirements. If at the end of such twelve (12) week period, the Superintendent or his designee decides that such employee is not competent to meet the job requirements, then the employee shall be transferred back to his former classification, or in the event that the employee wishes to return to his/her former classification, he/she shall be returned during the twelve (12) week period.

In the event of a promotion within the same family of job titles a new fifty-two (52) week probationary appointment shall not be required.

## **Section 9 Lay-Off Procedures**

- 9.1 In the event of an abolition of a position(s), the following procedure shall apply:
- 9.1.1. All layoffs, reduction in force, job abolishment and recalls of non competitive and labor class employees shall be according to job classification seniority within a department. The least senior employee in the affected job classification within a department shall be the first to be laid off. Department as used herein means: (1) Transportation, (2) Buildings, Grounds, and Maintenance, (3) Cafeteria and (4) Teacher Aides.
  - 9.1.2. If the employee whose position is abolished does not have sufficient seniority to displace in the same job classification, he/she shall have the right to displace the least senior employee in another non competitive or labor class job classification in the department provided the employee has the skill and ability to perform the work and possesses the minimum qualifications of the position as established by the Cayuga County Civil Service Commission Job Description.
  - 9.1.3. The displacement of employees as stated in a. above, shall continue until the employee is not able to displace a less senior employee in the department, at which time the employee shall be laid off.
  - 9.1.4. Teacher aides who are hired on or after July 1, 2003, and who at the outset of their employment are hired to work with a specific child shall not be subject to the provisions of ARTICLE X SENIORITY, POSTING, LAYOFF AND

PROBATIONARY PERIOD. Teacher aides may not displace a child specific aide in the event of a reduction in force or layoff. However, teacher aides affected by a reduction in force or layoff may 1) move to a vacant teacher aide position in seniority order regardless of whether it is child specific or classroom aide or 2) displace the least senior classroom aide. Teacher aides will be recalled in the reverse order of layoff.

- 9.1.5 The District shall provide the Association President with the name(s) of the employee(s) who are being laid off.

#### **Section 10 Recall Procedure**

- 10.1 Employees in the noncompetitive or labor class who are laid off shall be placed on a recall list for a period not to exceed two (2) years.
- 10.2 Notification of recall shall be sent to the employee by certified or registered mail to the employee's last address on file with the District. The employee shall notify the District in writing within five (5) working days of receipt of the recall notice as to whether or not he/she will accept the recall. The employer must receive the written notice of acceptance of the recall within ten (10) work days. Failure of the employee to respond in writing on a timely basis or refusal of acceptance of the recall shall be considered a quit and the employee shall forfeit any and all recall rights.
- 10.3 Individuals will be afforded the opportunity only once to return to the District, and shall retain their right to recall and seniority prior to layoff, for a period not to exceed two (2) calendar years from the date of layoff.

#### **Section 11 Transfer Right - Competitive Class Employees**

- 11.1 When a new position is created or a job becomes vacant in the bargaining unit, that would provide for a transfer of competitive class employees, the School District shall post the position for five (5) working days. The posting will state the following:
- 11.1.1 Job classification
  - 11.1.2 Work location(s)
  - 11.1.3 Anticipated hours of work
  - 11.1.4 Date of post and date post is to be removed
- 11.2 All job posts will originate in the Office of the Superintendent or his designee. Building Principals and/or designated supervisors will be responsible for placing and removing posts. All posts will be returned to the Office of the Superintendent

for further action.

- 11.3 Applicants must apply for jobs by submitting an application form to the Superintendent of Schools or his designee. The District shall provide the form.

Any employee who fails to apply for a posted job as provided, will be considered as having waived his or her rights, if any, with regards to the filling of such a job at that time.

- 11.4 All job posts for transfers shall be filled in accordance with the following criteria:

11.4.1. Demonstrated skill and ability to perform the work required on the job involved in a reasonably efficient manner.

11.4.2. The worker has the capacity to meet the physical requirements of the job.

11.4.3 Length of service.

11.4.4 Where skill and ability are equal and the employee has met the above conditions, the most senior competitive class employee, who has applied for the position, will be given preference.

Based upon the needs of the vacancy, the District reserves the right to fill the vacant position by hiring a new employee. In the event that the district hires a new employee, an affected member of the negotiating unit and representatives of the Association shall be afforded the opportunity to meet with a designated district representative(s) to discuss the reasons for the decision. In the event representatives of the Association disagree with the reasons presented, the Association may submit the issue to the grievance procedure through Step 3 (Board of Education) only. The decision of the Board of Education shall be final and not subject to any further claim or challenge including, but not limited to, the arbitration procedure.

## **ARTICLE XI - RETIREMENT**

The District shall provide eligible employees coverage in the New York State Employees Retirement System as follows:

Employees hired prior to July 27, 1976, who are members of the System, shall be entitled to the benefits provided for in Plan 75-I, including the benefit option of 60B.

Employees hired between July 27, 1976, and August 31, 1983, who are members of the System, shall be entitled to the benefits provided for in Tier III.

Employees hired on or after September 1, 1983, who are members of the System shall be entitled to the benefits provided for in Tier IV.

Teaching Assistant who are employed in accordance with section 3009 of the Education Law and 8 NYCRR §30.8 and who are eligible shall be entitled to participate in the New York State Teachers Retirement System.

It is understood that the District must inform all employees of their rights for enrollment into the retirement system and shall be liable to only pay the cost of the Plan for employees as billed for by the retirement system.

#### **ARTICLE XII - OVERTIME**

Overtime pay will be granted at one and one-half (1 1/2) times regular pay for time over 40 hours in any one week. Where leave occurs in a week where overtime is a factor, legitimate leave time will be included in the calculations of the basic 40 hours.

Employees attending a required school or instructional seminar will receive pay at their regular rate.

Reimbursement for use of personal vehicles will be paid at the IRS rate in effect on July 1, of each year to the employee upon application only if prior approval, in writing, has been granted.

#### **ARTICLE XIII - NIGHT DIFFERENTIAL PAY**

Custodial Employees Only - A 5% differential will be paid for any regularly employed full time or part time custodian or cleaner working three hours or more between 6:00 p.m. and 8:00 a.m.

#### **ARTICLE XIV - LONGEVITY**

Longevity will be automatic and need not be applied for. Longevity payments will be made in a single payment contained within the last paycheck of each fiscal year. Longevity is non-cumulative.

For the duration of this contract longevity shall be paid as follows: at the completion of the 5th year and each year thereafter \$300; at the completion of the 10th year and each year thereafter \$600; after the completion of the 15th year and each year thereafter \$900.

#### **ARTICLE XV - BUS DRIVERS' DRIVING LICENSE/TRAINING**

Bus drivers will be reimbursed \$10 per application for the new federal and state license requirements.

Upon successful completion of the licensing requirements, they will receive \$25.

Effective September 1, 2004, bus drivers will be compensated for two (2) additional hours each year of successfully completed training and testing requirements above the amount that was being provided during the 2003-2004 school year.

#### **ARTICLE XVI - JOB DUTIES DEFINED**

Jobs and conditions shall be formulated and defined by the manager of the department affected, and subject to review and alteration by the Board of Education or their appointed representatives.

#### **ARTICLE XVII - MANAGEMENT RIGHTS**

Except as otherwise specifically provided for in this Agreement, the schools shall have the customary and usual rights, powers, and functions to direct the employees and to take whatever actions are necessary to carry out the mission of the School District pursuant to existing practices and laws except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

Before the Moravia Central School District assigns work which has been traditionally performed by the bargaining unit members to employees other than the District's own employees, the District will meet with the Union to negotiate both the decision and the subsequent impact of the decision, prior to any formal decision by the Board of Education. Upon the request of the District the parties agree to meet within five (5) days to negotiate the decision to subcontract. If the meeting does not result in agreement, the parties shall be at deadlock and assistance from PERB will be requested.

In the area of Cafeteria employees, the District shall have the right to decide whether or not to subcontract food services. In the event the Moravia Central School District does decide to subcontract in the food service area, they will meet with CSEA to negotiate the impact of such decision.

**ARTICLE XIX - MINIMUM HIRING RATES, SALARY SCHEDULES -**  
**2004-05, 2005-06, 2006-07 and 2007-08**

**Section 1. Minimum Hiring Rates**

Effective July 1, 1998, the Moravia Central School District agrees to establish for the minimum starting hourly rates for members of the negotiating unit for 2004-05, 2005-06 2006-07 and 2007-08 school years as follows:

	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
Bus Mechanic	\$14.16/hr.	\$14.70/hr.	\$15.27/hr.	\$15.87/hr.
Building Maintenance	\$14.16/hr.	\$14.70/hr.	\$15.27/hr.	\$15.87/hr.
Cleaner/Groundskeeper	\$ 9.68/hr.	\$10.05/hr.	\$10.44/hr.	\$10.85/hr.
Bus Driver	\$12.98/hr.	\$13.47/hr.	\$14.00/hr.	\$14.55/hr.
Cafeteria Monitor	\$ 9.14/hr.	\$ 9.49/hr.	\$ 9.86/hr.	\$10.24/hr.
Cleaner	\$10.03/hr.	\$10.41/hr.	\$10.82/hr.	\$11.24/hr.
Cook	\$10.63/hr.	\$11.03/hr.	\$11.46/hr.	\$11.91/hr.
Custodian	\$11.20/hr.	\$11.63/hr.	\$12.08/hr.	\$12.55/hr.
Food Service Helper	\$ 8.84/hr.	\$ 9.18/hr.	\$ 9.54/hr.	\$ 9.91/hr.
School Bus Attendant	\$ 8.84/hr.	\$ 9.18/hr.	\$ 9.54/hr.	\$ 9.91/hr.
Teacher Aide	\$ 8.84/hr.	\$ 9.18/hr.	\$ 9.54/hr.	\$ 9.91/hr.
Teaching Assistant	\$10.63/hr.	\$11.03/hr.	\$11.46/hr.	\$11.91/hr.

**Section 2. Bus Drivers**

	<b><u>2004-05</u></b>	<b><u>2005-06</u></b>	<b><u>2006-07</u></b>	<b><u>2007-08</u></b>
Step 1	\$18.45	\$19.15	\$19.90	\$20.68
Step 2	\$20.13	\$20.89	\$21.70	\$22.55
Step 3	\$21.29	\$22.10	\$22.96	\$23.86

**School Bus Attendant**

Step 1	\$10.56	\$10.96	\$11.39	\$11.83
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**Section 3. Mechanics**

Step 1	\$20.13	\$20.89	\$21.70	\$22.55
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**Section 4. Custodians Day**

Step 1	\$14.03	\$14.56	\$15.13	\$15.72
Step 2	\$16.69	\$17.32	\$18.00	\$18.70
Step 3	\$17.15	\$17.80	\$18.49	\$19.21



**Custodians Night**

Step 1	\$14.74	\$15.30	\$15.90	\$16.52
Step 2	\$17.53	\$18.20	\$18.91	\$19.65
Step 3	\$18.01	\$18.69	\$19.42	\$20.18

**Section 5. Cleaner/Groundskeeper**

Step 1	\$ 9.68	\$ 10.05	\$10.44	\$10.85
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**Section 6. Cafeteria**

**6.1 Cooks**

Step 1	\$13.14	\$13.64	\$14.17	\$14.72
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**6.2 Food Service Helpers**

Step 1	\$12.10	\$12.56	\$13.05	\$13.56
Step 2	\$12.71	\$13.19	\$13.70	\$14.23

**Section 7. Monitors**

Step 1	\$12.10	\$12.56	\$13.05	\$13.56
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**Section 8. Wage and Salary Placement**

8.1 The above salary schedules shall be applicable to those persons employed by the District on the date of ratification of the agreement by both parties. Wage rates shall be effective as of July 1, 2004 for the 2004-05 school year, July 1, 2005 for the 2005-06 school year, July 1, 2006 for the 2006-07 school year, and July 1, 2007 for the 2007-08 school year.

8.2 Section 10 and Appendix A indicate the wage rates and step placement to be paid individual employees during the term of this agreement assuming the employee continues in his/her current job title or position and renders continuous service.

8.3 Annual wages for persons employed as bus drivers, cooks, food service helpers and monitors shall be based upon the actual work year plus two (2) days.

**Section 9. Additional Payments**

9.1 The person who is assigned duties at night to provide assistance to the head custodian in the high school shall receive an additional \$1,000 for the 2004-05 school year, \$1,050 for the 2005-06 school year, \$1,100 for the 2006-07 school year and \$1,100 for the 2007-08 school year.

9.2 The person who is assigned duties in the elementary school to assist the Head Custodian shall receive an additional payment of \$1,000 for the 2004-05 school year, \$1,050 for the 2005-06 school year, \$1,100 for the 2006-07 school year and \$1,100 for the 2007-08 school year.

9.3 The person designated as providing assistance to the transportation supervisor shall receive an additional payment of \$1,500 for the 2004-05 school year, \$1,550 for the 2005-06 school year, \$1,600 for the 2006-07 school year and \$1,600 for the 2007-08 school year.

9.4 The person assigned the duties of cook in the absence of the School Lunch Manager shall receive an adjustment in wages of \$.55 per hour for the 2004-05 school year, \$.60 per hour for the 2005-06 school year, \$.65 per hour for the 2006-07 school year and \$.65 per hour for the 2007-08 school year for all hours worked in the assignment of acting cook.

**Section 10. Salary Step Placement - Non-Teaching Employees 2004-05, 2005-06, 2006-07 and 2007-08 school years**

(See Appendix A)

**ARTICLE XX - TEACHING ASSISTANTS**

**Section 1. Work Year/Workday**

1.1 The work year shall be in accordance with the adopted school calendar, exclusive of paid holidays.

1.2 The workday shall be established by the Board of Education and shall be based upon the needs of the educational program.

**Section 2. Probationary Period**

2.1 The probationary period shall be not less than three (3) years, or that period which is permitted by law, whichever is applicable.

- 2.2 Should occasion arise for the termination of a non-tenured teaching assistant during his/her probationary period, notification of such termination shall be provided in accordance with New York State Education Law.
- 2.3 Teaching assistants not to be recommended for tenure will be so notified in writing in accordance with New York State Education Law.

**Section 3. Seniority**

- 3.1 Seniority for teaching assistants shall be in accordance with New York State Education Law for the tenure area of "Teaching Assistant". Any dispute concerning seniority or tenure rights shall be subject to an appeal to the Commissioner of Education or an Article 78 CPLR proceeding.

**Section 4. Resolution of Teaching Assistant Disputes**

- 4.1 The grievance and arbitration procedure shall not be available for seniority, tenure and employment disputes concerning teaching assistants.

**ARTICLE XXI - INFORMATION**

The employer shall supply on request on a semi-annual basis to the Moravia Central School District Unit of the Cayuga County Local of CSEA, Inc. a list of all employees in the negotiating unit showing the employee's full name, home address, social security number, job title, membership status, if known, insurance deduction and date of first employment.

**ARTICLE XXII – DURATION CLAUSE AND APPLICATION OF AGREEMENT**

**Section 1.**

Except as otherwise provided within the provisions contained herein, this agreement shall take effect on the date that it is ratified by both parties and it shall continue in full force and effect until June 30, 2008. This agreement shall apply to employees in the negotiating unit who are in active employment on the date that the agreement is ratified or approved by both parties or employees who retired between July 1, 2004, and the date of approval of this agreement.

## **Section 2.**

The parties agree that all terms and conditions of employment and all negotiable items have been discussed during the negotiations leading to this agreement and that negotiations will not be reopened at any time on said items, whether contained herein or not, during the life of this agreement except for negotiations for a succeeding agreement. All terms and conditions of employment not covered by this agreement, shall continue to be subject to the District direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to the agreement.

## **Section 3.**

If any provision of the agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, or would tend to impinge upon or reduce in any way the duties or responsibilities of the Board of Education as defined in Section 1709, 1711, 1804 or other sections of the Education Law pertaining to the duties and responsibilities of the Board of Education of Weedsport Central School District or the Superintendent of Schools, then such provision or application shall not be deemed valid or subsisting, but all other provisions or applications will continue.

## **Section 4.**

Either party who wishes to initiate negotiations for a successor agreement, shall make their intent known to the other party, in writing, not later than March 1st of the last year of this agreement.

## **Section 5. Agreement between Public Employers and Employee Organizations**

- 5.0 Any written agreement between a public employer and an employee organization determining the terms and conditions of employment of public employees shall contain the following notice in type not smaller than the largest type used elsewhere in such agreement:
- 5.1 "IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISIONS OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL."
- 5.2 EVERY EMPLOYEE ORGANIZATION SUBMITTING SUCH A WRITTEN AGREEMENT TO ITS MEMBERS OF RATIFICATION SHALL PUBLISH SUCH NOTICE, INCLUDE SUCH NOTICE IN THE DOCUMENTS ACCOMPANYING SUCH SUBMISSION AND SHALL

READ IT ALOUD AT ANY MEMBERSHIP MEETING CALLED TO  
CONSIDER SUCH RATIFICATIONS.

- 5.3 WITHIN SIXTY DAYS AFTER THE EFFECTIVE DATE OF THIS  
ACT, A COPY OF THIS SECTION SHALL BE FURNISHED BY THE  
CHIEF FISCAL OFFICER OF EACH PUBLIC EMPLOYER TO EACH  
PUBLIC EMPLOYEE. EACH PUBLIC EMPLOYEE EMPLOYED  
THEREAFTER, SHALL UPON SUCH EMPLOYMENT, BE  
FURNISHED WITH A COPY OF THE PROVISIONS OF THIS  
SECTION.

**MORAVIA CENTRAL SCHOOL  
DISTRICT**

William Tammaro  
Superintendent of Schools

3/22/05  
Date

**CIVIL SERVICE EMPLOYEES  
ASSOCIATION, INC.**

Will Hunter  
Labor Relations Specialist

Bill G. P.  
Unit President

3/22/05  
Date

## APPENDIX A

### Salary Step Placement - Non-Teaching Employees 2004-05, 2005-06, 2006-07 and 2007-08 School Years for Employees in Employment as of January 27, 2005

Name	2004-05 rate	2005-06 rate	2006-07 rate	2007-08 rate
<b>Transportation</b>				
Bancroft, Norma	18.45	19.15	19.90	20.68
Deyo, Robert	18.45	19.15	19.90	20.68
Foster, Thomas	18.45	19.15	19.90	20.68
Grimes, Dennis	12.98	13.47	14.00	14.55
Hampton, Wayne	18.45	19.15	19.90	20.68
Hargett, Linda	18.45	19.15	19.90	20.68
Marcellus, Terry	12.98	13.47	14.00	14.55
Meddaugh, Christopher	18.45	19.15	19.90	20.68
O'Donnell, Patrick	18.45	19.15	19.90	20.68
Saville-Hilliard, Roxanne	18.45	19.15	19.90	20.68
Schumacher, Frederick	12.98	13.47	14.00	14.55
Seymour, Susan	18.45	19.15	19.90	20.68
Sherlock, Brant	18.45	19.15	19.90	20.68
Smith, Raymond	12.98	13.47	19.90	20.68
Stayton, Suzanne	18.45	19.15	19.90	20.68
Thomas, Julia	18.45	19.15	19.90	20.68
Tuttle, Allen	18.45	19.15	19.90	20.68
Ward, Neva	20.13	20.89	21.70	22.55
Weaver, Austin	18.45	19.15	19.90	20.68
Weaver, Lawrence	18.45	19.15	19.90	20.68
Wellauer, Steve	18.45	19.15	19.90	20.68
Westcott, Frank	12.98	13.47	14.00	14.55
Wilkinson, Gerald	18.45	19.15	19.90	20.68
Wilkinson, Prudence	18.45	19.15	19.90	20.68
<b>Mechanics</b>				
Brazo, Roger	18.94	19.66	20.43	21.23
Leonard, Ronald	20.13	20.89	21.70	22.55
<b>Transportation Aides</b>				
Bennett, Trina	10.56	10.96	11.39	11.83
Figgolari, Yvette	11.92	12.37	12.85	13.35
McKeen, Gabrielle	8.84	9.18	9.54	9.91
Pai, Phyllis	10.56	10.96	11.39	11.83
<b>Cooks</b>				
Bell, Barbara	13.14	13.64	14.17	14.72

Compton, Cindy	12.10	12.56	13.05	13.56
Reynolds, Sue	13.14	13.64	14.17	14.72
Weaver, Jeanne	12.10	12.56	13.05	13.56

#### **Food Service Helper**

Bouton, Lorraine	12.10	12.56	13.05	13.56
Figgolari, Yvette	12.10	12.56	13.05	13.56
Hoellerer, Barb	12.10	12.56	13.05	13.56
McKeen, Gabrielle	8.84	9.18	9.53	9.91
Mcumber, Amy	8.84	9.18	9.54	9.91
Nelson, Eleanor	12.10	12.56	13.05	13.56

#### **Cashier, PT**

Swayze, Lisa	8.84	9.18	9.54	9.91
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#### **Monitors**

Hess, Jeri	12.10	12.56	13.05	13.56
Thomas, Julia	9.44	9.80	10.18	10.58

#### **Custodial Salaries**

Blake, Justin	10.03	10.41	10.82	11.24
	10.53	10.93	11.36	11.80
Dann, Maria	10.03	10.41	10.82	11.24
	10.53	10.93	11.36	11.80
Holloway, Theresa	14.03	14.56	15.13	15.72
	14.74	15.30	15.90	16.52
Jackson, James	10.36	10.75	11.17	11.61
	10.88	11.29	11.73	12.19
Komer, Glenda	10.03	10.41	10.82	11.24
	10.53	10.93	11.36	11.80
Ripley, James	10.03	10.41	10.82	11.24
	10.53	10.93	11.36	11.80
Mathers, Timothy	10.36	10.75	11.17	11.61
	10.88	11.29	11.73	12.19
Treacy, Georgia	14.03	14.56	15.13	15.72
	14.74	15.30	15.89	16.52

#### **Mechanics**

Hall, Edwin	20.13	20.89	21.70	22.55
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